

**THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LOCAL NO. 1 S.E.I.U. PENSION TRUST FUND and LOCAL NO. 1 S.E.I.U. HEALTH FUND,)	
)	
Plaintiffs,)	1:17-CV-4562
)	
v.)	Judge Bucklo
)	
REALTY & MORTGAGE BUILDING SERVICES CO., an Illinois Corporation,)	Magistrate Judge Cox
)	
Defendant.)	

**MOTION FOR JUDGMENT FOR ATTORNEY'S FEES
AND RECOVERY OF COURT COSTS**

Plaintiffs, LOCAL NO. 1 S.E.I.U. PENSION TRUST FUND and LOCAL NO. 1 S.E.I.U. HEALTH FUND, bring this motion to recover attorneys' fees and court costs from Defendant, REALTY & MORTGAGE BUILDING SERVICES CO., an Illinois Corporation, pursuant to FED. R. CIV. P. 54(d) and the provisions of a collective bargaining agreement enforceable under section 301 of the Taft-Hartley Act, 29 U.S.C. § 185(a).

1) On June 19, 2017, Plaintiffs filed the instant action under ERISA, 29 U.S.C. §§ 502(a)(3), 502(g)(2), and 515 to collect from Defendant the balance remaining due and owing of \$15,522.09 on the Settlement Agreement entered into between the Funds and the Defendant.

2) The Defendant's failure to pay the balance of \$15,522.09 led to the filing of the

instant suit. Attached as Exhibit 1 is a copy of the Settlement Agreement entered into between the parties in the instant action.

3) Subsequent to the filing of the instant action and commencement of the litigation, the Defendant, REALTY & MORTGAGE BUILDING SERVICES CO., filed a third-party complaint against the Chicago Housing Authority, claiming therein that the Chicago Housing Authority was obligated to reimburse Defendant, REALTY & MORTGAGE BUILDING SERVICES CO., for the monies claimed due and owing to the Plaintiff Funds.

4) Over more than one year subsequent to the filing of the instant action, and numerous court status calls and hearings on various motions filed by the parties, only then did the Plaintiffs receive payment in full of the delinquent contributions claimed to be due and owing to the Funds, i.e., the balance of the monies due under the Settlement Agreement, which monies were deposited with the Plaintiff Funds by the third-party defendant, Chicago Housing Authority.

5) Plaintiffs have unnecessarily incurred the expense of attorneys' fees in the amount of \$10,481.25, which claimed amount is supported by contemporaneous records maintained by Plaintiffs' Counsel, Robert B. Greenberg, and others in his law firm who worked on the litigation along with Mr. Greenberg. See Exhibit 2 attached hereto.

6) That the Plaintiffs incurred court costs totaling \$460.00, which were composed of \$400.00 initial filing fee charged by the court, and \$60.00 for service of summons charged by the Stern Process & Investigation Company.

7) As provided in the ERISA Statute, Chapter 29, Section 1132(G)(2)(D), the attorneys are entitled to reasonable attorneys' fees and costs in the action which are to be paid by defendant. Although there is no specific judgment entered in the instant action, in fact, payment in full was made during the pendency of the lawsuit, negating the Court's finding a judgment against the Defendant, but, in recognition of the fact that all the issues were decided in favor of the Plaintiff, the attorneys' fees and court costs should be awarded.

WHEREFORE, Plaintiffs pray that the Court enter judgment in favor of Plaintiffs and against the Defendant in the amount of \$10,866.25 as and for recovery of attorneys' fees and court costs.

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